

BARTLETT FIRE PROTECTION DISTRICT -TRAINING WAIVER AND RELEASE AGREEMENT
NOTE: THIS AGREEMENT MUST BE SIGNED BY ALL STUDENTS AS A CONDITION TO
PARTICIPATION IN TRAINING

WARNING OF RISK

Despite the implementation of all reasonable precautions by the Bartlett Fire Protection District (“District”) an unavoidable risk of serious injury including death is inherent in and will always exist when participating in firefighter, rescue or water related training involving active physical participation in firefighting, rescue or water related skills and techniques, including but not limited to skills and techniques involving the use of live smoke and fire, live rescue scenarios or live bodies of water (collectively, the “Training”). Not all hazards and dangers related to the Training can be foreseen. Agencies participating in Training are hereby warned that the conditions in the Training are considered to be immediately dangerous to life and health (“IDLH”), and that the Training is physically strenuous, will require prolonged physical exertion, can involve prolonged exposure to high temperatures, high humidity levels, and poisonous and toxic substances and extended physical presence at high elevations from the ground, in confined spaces, and in structures or areas which may not always be physically stable. All students participating in Training should anticipate experiencing elevated body temperatures, increased pulse, blood pressure and respiration rates, dehydration, and increased physical, mental and emotional stress levels associated with the pressure of acting and reacting in emergency situations. Accordingly, it is impossible for the District to guarantee absolute safety to all students participating in Training.

SPECIAL MEDICAL WARNING

Any Agency with a participating member with a known medical, physical, or mental condition that may affect health and safety during Training (including but expressly not limited to any form of heart disease, lung disease or breathing disorder, high blood pressure or other circulatory condition) is advised to consult with a physician. Female students are advised that elevated core temperatures that may occur during Training can cause spontaneous abortion in pregnant females. Any participating member experiencing any form of physical or mental illness, ailment or injury or any medical condition during Training must immediately report the same to a member of the District’s staff, regardless of the participant’s perception as to the severity of the same. No person may participate in Training while under the influence of alcohol or any prescribed or illegal drug or medication or like substance that may adversely affect the student’s mental or physical abilities, or consume any of the same during Training. All participants are further advised that no health, medical, accident or other insurance coverage will be provided by the District or otherwise made available by the District or Academy to anyone participating in Training, and that any participant without such coverage will be solely responsible for any and all financial obligations related to medical costs incurred with respect to any personal injuries, sickness or illness suffered during, in connection with or as a result of participating in Training. Any participant being sponsored by a fire department or fire agency must confirm the sponsoring agency has a certificate of insurance and worker’s compensation insurance coverage.

TURNOUT GEAR AND SCBA GEAR—REPRESENTATION OF NFPA COMPLIANCE

By signing this Agreement, I, the undersigned Agency desiring to undergo Training or to otherwise participate in activities or programs as offered by the District, acknowledge that I am familiar with the provisions of NFPA Standards 1851 (Turnout Gear) and 1852 (SCBA), and certify and represent to the District that all Turnout Gear and SCBA equipment which supplied by my Agency for use in Training or in other activities or programs offered by the District is fully compliant in all respects with the current version of NFPA Standards 1851 and 1852. I make this certification and representation to the District with the intention that they may rely fully and unreservedly thereon, and as an inducement to allow me to participate in Training or in other activities or programs offered by the District. I further acknowledge that in the absence of this certification and representation, and in the absence of

my possession and use of Turnout Gear and SCBA equipment that is fully compliant with NFPA Standards 1851 and 1852, my members are ineligible to participate in Training or in other activities or programs offered by the District. I further acknowledge and agree that the waiver and release of all claims hereinafter set forth in this Agreement shall extend to and include any and all claims arising out of or in any way founded upon or relating to the compliance of my Turnout Gear and SCBA equipment with the provisions of NFPA Standards 1851 and 1852.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I, a Participant desiring to undergo Training or to otherwise participate in activities or programs as offered by the District, acknowledge and assume the risks of property damage, accidents, personal injuries (including death), loss of bodily functions, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from participation in Training, and any use I make of facilities, transportation services, premises, instructional services and equipment provided by the District in connection therewith. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of other Participants participating in Training, the conditions under Training is conducted, or from the negligent actions or inaction (including any failure to warn) of District personnel, contractors or service providers. In consideration of being allowed to participate in and receive Training from the District, I hereby release, waive and discharge the Bartlett Fire Protection District and its officers, officials, employees, agents, volunteers and contractors, including but expressly not limited to all staff and personnel of the District (collectively, the "Releasees"), from any and all liability and all claims of any kind whatsoever whether for personal injury, property damage or death, arising from participation in the Training, use of the Bartlett Fire Protection District's safety systems or equipment or participation in any activity or program offered by the District, whether or not caused by the negligence of the Releasees or any of them and further covenant that I shall not sue any of the Releasees with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against Releasees arising out of any of the above-described matters, I will indemnify and hold Releasees harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read, understood and accepted it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement. By signing this Agreement, I further certify that I am not less than eighteen years of age as of the date set forth next to my signature, and that if I am sponsored by a fire department or agency, that I acknowledge evidence of a certificate of insurance exists for my sponsoring department or agency and that workman's compensation insurance coverage is maintained.

DATE: _____

Printed Participant Name

Participant Signature

Name of Sponsoring Department/Agency

DATE: _____

Fire Chief Printed Name

Fire Chief Signature